

USDC SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC#:
DATE FILED: 8/12/2021

TANYA GIULIANO,

Plaintiff,

vs.

BJ'S WHOLESALE CLUB, INC. and
BJ'S WHOLESALE CLUB HOLDINGS, INC.,

Defendants.

CIVIL ACTION

NO. 7:21-cv-04909-VB

**STIPULATION AND AGREEMENT REGARDING CONFIDENTIALITY
OF DOCUMENTS OF DEFENDANTS, BJ's WHOLESALE CLUB, INC.
AND BJ'S WHOLESALE CLUB HOLDINGS, INC.**

AND NOW, this 11th day of August, 2021, it is hereby stipulated and agreed by and between Domhnall O'Cathain, Esquire, attorney for Plaintiff, Tanya Giuliano, and Jarett L. Warner, Esquire, attorney for Defendants, BJ's Wholesale Club, Inc. and BJ's Wholesale Club Holdings, Inc. (collectively, "the Club"), that the parties to the above-captioned lawsuit (the "lawsuit") agree to be bound by, and join in, the terms of the following Confidentiality Agreement:

1. No party to the above-captioned matter, their present and former subsidiaries and affiliates, their heirs, executors, administrators, personal representatives, attorneys, agents, officers, employees, experts (both for trial and/or for consultation), investigators, witnesses and other persons acting on her behalf, other than the Club, will give, share or otherwise divulge the contents of "Confidential and Commercial Information" i.e., information which is confidential or proprietary business or financial information of the Club or any parent or subsidiary corporation of the Club including, without limitation, leases, handbooks, pamphlets, or other materials relating to corporate policy and procedures (the "Confidential Documents"), or the substance of the Confidential Documents, produced by the Club in this action, to any person or entity except to the Court and jury,

the experts and consultants engaged by the party and/or his/her/its/their counsel in the lawsuit, and/or the witnesses, either expert or lay, who are contacted by the party and/or his/her/its/their counsel in connection with the lawsuit.

2. The parties (other than the Club), their counsel, experts (whether for trial or for consulting purposes), investigators, fact witnesses, and independent contractors will use the Confidential Documents only in connection with the lawsuit.

3. The parties (other than the Club), their counsel, experts, consultants, independent contractors, investigators and witnesses contacted in this litigation to whom the Confidential Documents are disclosed and made available shall not, and will be instructed that they shall not, disseminate the Confidential Documents or any portion or substance thereof to others.

4. All experts and consultants engaged by or on behalf of any party, and all witnesses, either expert or lay, who are contacted in this litigation by any party or any party's counsel, to whom the Confidential Documents are disclosed and made available, shall before such disclosures, be instructed that they are bound by the terms of this Confidentiality Agreement.

5. Throughout the course of this litigation, counsel for the parties hereto shall make reasonable efforts to ensure that each expert, consultant, entity or other person to whom they have given, shown or otherwise divulged the substance of the Confidential Documents, complies with the terms of this Agreement, including instructing each such person or entity at the conclusion of this litigation of his/her or its obligations under this paragraph.

6. The terms of this Confidentiality Agreement shall apply to information, testimony or other material appearing in deposition transcripts taken in this action and relating to the Confidential Documents to preserve the confidentiality of that information.

7. The terms of this Confidentiality Agreement shall further apply to any video or surveillance footage from inside the Club.

8. Upon completion of the trial and any appeals in this action and the satisfaction of any judgment or upon the conclusion of any settlement or dismissal involving all parties to the lawsuit, the parties, their counsel, and all of the parties' experts and consultants shall return all copies of the Confidential Documents to the Club's counsel or, alternatively, shall supply to the Club's counsel a letter confirming that all Confidential Documents have been destroyed.

9. The Confidential Documents will be marked "CONFIDENTIAL-SUBJECT TO CONFIDENTIALITY AGREEMENT, TANYA GIULIANO v. BJ'S WHOLESALE CLUB, INC. AND BJ'S WHOLESALE CLUB HOLDINGS, INC., UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, NO. 7:21-cv-04909-VB" by the Club or its counsel.

10. Inadvertent disclosure by the Club of the Confidential Documents during discovery in this action shall be without prejudice to any claim that such material is confidential, privileged, or otherwise protected from discovery, and the Club shall not be held to have waived any rights by such inadvertent disclosure.

11. Nothing in this Confidentiality Agreement shall preclude the Club from utilizing or referring to the Confidential Documents in the ordinary course of its business pursuant to the terms set forth in the Confidential Documents.

12. Notwithstanding the foregoing, the Court shall reserve the right to vacate all or any portion of this Confidentiality Agreement upon notice to counsel for the parties hereto, and upon affording counsel an opportunity to challenge the Court's decision to vacate all or any portion of the Confidentiality Agreement.

THE CHARTWELL LAW OFFICES, LLP

Dated: August 11, 2021

BY: *Jarett L. Warner*
JARETT L. WARNER, ESQUIRE,
Attorney for Defendants,
BJ's Wholesale Club, Inc. and
BJ's Wholesale Club Holdings, Inc.

LESNEVICH, MARZANO-LESNEVICH,
O'CATHAIN & O'CATHAIN, LLC

Dated: *August 11, 2021*

BY: *[Signature]*
DOMHNALL O'CATHAIN, ESQUIRE,
Attorneys for Plaintiff,
Tanya Giuliano

Dated: August 12, 2021
White Plains, NY

SO ORDERED:

BY: *Vincent L. Briccetti*
Vincent L Briccetti , U.S.D.J.